

Date: 6-17-2009
Subject: Objection to Delphi's Severance Termination – Please Overturn

To: **Honorable Robert D. Drain**
Case Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004 -1408

FAX: 914-390-4073 (White Plains, NY)

Judge Drain,

I object to Delphi's June 1, 2009 Master Disposition Agreement, Article 9.5.11 which declares that severance payments will be terminated upon the closing date (Delphi's emergence date). For reference see www.delphidocket.com. Article 9.5.11 is on page 70. Delphi's intention was reaffirmed on the June 16 version. I am asking your court to reject this portion of Delphi's emergence plan and assure that the severance payments are made in full.

I have a signed, legal, enforceable contract entered into during Delphi's bankruptcy. I expect it to be fulfilled by Delphi, as it has been fulfilled by me. I need the Court's help to assure that. My severance payments are to be provided in exchange for my waiver of certain rights via the Release of Claims. The severance payments are not a Delphi provided benefit. Delphi's refusal to honor their contract will create significant financial hardship for my family.

Here are the points of my objection. The severance payment entitlement is by contract a signed Separation Agreement. I along with other employees waived certain rights (Release of Claims) to receive the severance. I provided an item of value to Delphi in exchange for severance payments. My contract with Delphi (effective 5/1/2009) was entered into during Delphi's bankruptcy within a month of the emergence plan agreement. Delphi has a responsibility and obligation to enter contracts in good faith even during bankruptcy. Didn't Delphi enter these severance contracts under court approval and jurisdiction? The court should not allow the contracts to be broken. Severance payments are a contract liability for Delphi and not a Delphi provided benefit. The remaining severance payments constitute a relatively small and short term liability for Delphi that they agreed to manage. Delphi's emergence plan must seek to cover their contractual liabilities including the remaining severance payments. I have a valid binding legal contract and I expect it to be honored. I petition you to make sure my severance contract is honored by Delphi. Is there anything else that I need to do to assure my legal standing? Judge Drain – I need your help.

Thanks for your consideration.

Regards,

Jay L Kelly
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Kokomo IN 46902